

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,
Debtors.¹

Chapter 11

Case No 13-10125 ()

Joint Administration Requested

**DEBTORS' MOTION FOR ORDER (I) AUTHORIZING THE DEBTORS
(A) TO CONTINUE EXISTING INSURANCE POLICIES, BONDS, AND
RELATED AGREEMENTS AND (B) TO HONOR CERTAIN PREPETITION
OBLIGATIONS IN RESPECT THEREOF AND (II) GRANTING RELATED RELIEF**

School Specialty, Inc. and its affiliated debtors and debtors-in-possession (each a "Debtor" and, collectively, the "Debtors"), hereby move this Court for entry of an order, substantially in the form annexed hereto as Exhibit A (the "Proposed Order"), pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the "Bankruptcy Code") and rules 6003 and 6004 of the Federal Rules of Bankruptcy Procedure (the "Bankruptcy Rules"), authorizing, but not directing, the Debtors to continue their existing insurance programs (as discussed below, the "Insurance Programs"), including, to the extent necessary, to revise, renew, or extend, their customary insurance policies and surety bonds and to pay all premiums and other amounts arising thereunder or in connection therewith, including any prepetition obligations arising in the ordinary course of business. In support of this motion (the "Motion"), the Debtors rely on the Declaration of Gerald T. Hughes in Support of Chapter 11 Petitions and First Day Relief (the "First Day Declaration")² and respectfully state as follows:

¹ The Debtors in these cases, along with the last four digits of each Debtor's federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors' corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

² The First Day Declaration is being filed contemporaneously with this Motion and is incorporated herein by reference. Capitalized terms used but not defined herein shall have the meanings ascribed to them in the First Day Declaration.



JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012. Venue is proper before this court pursuant to 28 U.S.C. §§ 1408 and 1409. This matter is a core proceeding pursuant to 28 U.S.C. §157(b).

2. The statutory and legal predicates for the relief requested herein are sections 105(a) and 363(b) of the Bankruptcy Code.

BACKGROUND

3. On the date hereof (the "Petition Date"), each of the Debtors filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code thereby commencing the instant cases (the "Chapter 11 Cases"). The Debtors continue to manage and operate their businesses as debtors-in-possession under sections 1107 and 1108 of the Bankruptcy Code.

4. No trustee, examiner or official committee has been appointed in the Chapter 11 Cases.

5. Information regarding the Debtors' businesses, their capital and debt structure, and the events leading to the filing of the Chapter 11 Cases is contained in the First Day Declaration.

THE DEBTORS' INSURANCE PROGRAMS³

6. In connection with the ordinary operation of their businesses, the Debtors maintain comprehensive insurance coverage through multiple policies (collectively, the "Insurance Policies") to protect against adverse occurrences. Specifically, as set forth in the

³ The descriptions of the Insurance Programs set forth herein are intended as a summary only, and the actual terms of such Insurance Policies, Surety Bonds and related agreements shall govern in the event of any inconsistency with the descriptions herein.

summary provided on Exhibit B hereto,⁴ the Debtors maintain the following categories of insurance coverage: workers' compensation; coverage for the Debtors' directors and officers through both a primary and excess policy; employment practice and fiduciary liability coverage; automobile, cargo, and property coverage, including special protection against earthquake damage; coverage against crimes such as theft and wire fraud, as well as coverage against special crimes such as kidnapping and extortion; and media and cyber risk coverage, which protects against security breaches and other electronic loss. In addition to these specific insurance categories, the Debtors maintain a general liability insurance policy, an umbrella Insurance Policy, an excess liability insurance policy, and a foreign liability insurance policy.

7. The Debtors also maintain insurance coverage in the form of licensing permits, payments and performance bonds with respect to certain identified risks (collectively, the "Surety Bonds"). In the ordinary course of business, the Debtors obtain Surety Bonds that guarantee performance of certain obligations when the posting of such bonds is required by the Debtors' customers. The Debtors' need for Surety Bonds typically arises because certain school districts require counterparties to post performance bonds in connection with the execution of a contract or the submission of a bid for a supply contract or arrangement. Surety Bonds may also be required by local and state governmental authorities in order to obtain business licenses or permits.

8. The Debtors typically obtain their Insurance Policies and Surety Bonds through their insurance broker, Hays Companies ("Hays"). Insurance Policies are typically obtained by means of an annual competitive bid process that is timed to end by September 1st, which is the beginning of the Debtors' policy year. The Debtors customarily pay most premiums due in

⁴ To the extent the Debtors are parties to insurance contracts that are not listed on Exhibit B, the Debtors will provide supplemental disclosure to the Court. In addition to the Insurance Policies listed on Exhibit B, the Debtors maintain certain other insurance policies and programs with respect to employee benefits, including workers' compensation and life insurance. These programs and policies, and the relief requested with respect thereto, are addressed in the Debtors' employee wage-related motion (the "Employee Wage Motion"), filed contemporaneously herewith.

respect of their Insurance Policies in full and upfront at the beginning of the policy year;⁵ accordingly, the Debtors believe that they have already paid substantially all premiums due in respect of the Insurance Policies currently in effect for calendar year 2012-2013.⁶ In connection with these Insurance Policies, the Debtors pay certain service fees to Hays on a quarterly basis. Surety Bonds, in contrast, are obtained on an as-needed basis, and amounts due in respect of the Surety Bonds include commissions payable to Hays. As of the Petition Date, however, the Debtors believe that there were no amounts presently due and owing in arrears in connection with the Insurance Policies or the Surety Bonds or any agreements or other arrangements related thereto.

RELIEF REQUESTED

9. By this Motion, the Debtors seek an entry of order, pursuant to sections 105(a) and 363(b) of the Bankruptcy Code, authorizing them to continue their existing Insurance Programs on an uninterrupted basis during the pendency of the Chapter 11 Cases, including, to the extent necessary, to revise, extend, renew, supplement or otherwise change their Insurance Policies and Surety Bonds in accordance with the same practices and procedures that were in effect before the Petition Date. The Debtors also seek authorization to pay premiums and other obligations arising under or in connection with the Insurance Policies, the Surety Bonds and related agreements (collectively, the “Insurance Obligations”) relating to the periods before and after the Petition Date. Finally, the Debtors seek entry of an order directing their banks to honor, process, and pay – to the extent funds are available in their accounts – any checks or wire transfer requests issued by the Debtors with respect to their Insurance Obligations.

⁵ In certain cases, premiums are paid on a quarterly basis.

⁶ As described in the Employee Wage Motion, premiums and other payments in respect of the Debtors’ workers’ compensation programs and certain other employee-related insurance policies are not made upfront on an annual basis; with respect to such policies and programs, however, reference should be made to the descriptions and relief requested in the Employee Wage Motion.

BASIS FOR RELIEF REQUESTED

10. Maintaining the Debtors' insurance coverage through their Insurance Programs is an ordinary course of business transaction that is critical to the Debtors' business and their chapter 11 efforts. Authority to continue the Insurance Programs, and, where necessary, pay prepetition amounts that may be due and owing under the Insurance Policies and the Surety Bonds – to the extent the Debtors determine that such payment is necessary to avoid cancellation, default, alteration, assignment, attachment, lapse, or any form of impairment of the coverage, benefits or proceeds provided thereunder, if any – is necessary to ensure the orderly administration of the Chapter 11 Cases. The coverage provided under the Insurance Programs is essential for preserving the value of the Debtors' assets and reducing potential liability of the estates, which will inure to the benefit of all stakeholders in the Chapter 11 Cases. In particular, should the Debtors not be able to post Surety Bonds as needed in the ordinary course of their businesses, they would be unable to submit valid bids or enter into contracts with certain school districts, and would not be able to obtain necessary business licenses and permits from certain governmental units. Furthermore, maintenance of insurance coverage under certain of the Insurance Policies is required under the United States Trustee's Operating Guidelines for Chapter 11 Cases (the "Operating Guidelines") and the laws of the various states in which the Debtors operate. See 28 U.S.C. § 959(b) (chapter 11 debtor obligated under federal law to operate chapter 11 business according to the laws of the states where business and properties are located).

11. Consistent with the Debtors' historical practices, the Debtors may need to revise, extend, renew, supplement or change certain of their Insurance Programs during the pendency of the Chapter 11 Cases. The nonpayment of any premiums, related fees or other obligations under any of the Insurance Programs could result in one or more of the insurance carriers increasing future insurance premiums, declining to renew the Insurance Programs or refusing to enter into

new Insurance Policies or issue new Surety Bonds. Moreover, if the Insurance Policies lapse without renewal, the Debtors risk being exposed to substantial liability at a later date to the detriment of all parties in interest.

12. Section 363(c) of the Bankruptcy Code permits a debtor to continue to engage in ordinary course of business transactions without the need for Court approval. 11 U.S.C. § 363(c). Maintaining the Insurance Programs, including paying associated premiums and other amounts that may be due, is an ordinary course of business practice of the Debtors, as it is for substantially all companies in the Debtors' and other industries.

13. Moreover, the relief requested herein may be granted by the court pursuant to sections 105(a) and 363(b) of the Bankruptcy Code. In particular, section 363(b)(1) of the Bankruptcy Code provides that "[t]he trustee, after notice and a hearing, may use, sell, or lease, other than in the ordinary course of business, property of the estate." 11 U.S.C. § 363(b)(1). Under this section, a court may authorize a debtor to pay certain prepetition claims. See In re Ionosphere Clubs, 98 B.R. 174, 175-77 (S.D.N.Y. 1989) (affirming lower court order authorizing payment of prepetition wages pursuant to section 363(b) of the Bankruptcy Code).

14. Further, section 105(a) of the Bankruptcy Code empowers the Court to "issue any order, process, or judgment that is necessary or appropriate to carry out the provisions of this title." 11 U.S.C. § 105(a). Bankruptcy courts have used their equitable powers under section 105 of the Bankruptcy Code to permit debtors-in-possession to pay prepetition claims when payment is necessary to effectuate the debtors' bankruptcy goals and essential to the continued operation of the debtors' business. See Miltenberger v. Logansport, C. & S.W.R. Co., 106 U.S. 286 (1882); In re Lehigh & New Eng. Ry. Co., 657 F.2d 570, 581 (3d Cir. 1981); In re Just for Feet, Inc., 242 B.R. 821, 825 (D. Del. 1999) (under necessity of payment doctrine prepetition claims may be paid if essential to the continued operation of the business during reorganization); In re Columbia Gas Sys., Inc., 171 B.R. 189, 192 (Bankr. D. Del. 1994) (recognizing that necessity of

payment doctrine authorizes payment of prepetition claims when “such payment is essential to the continued operation of the business”).

15. Courts in this District have granted the relief requested herein in other chapter 11 cases. See, e.g., In re Bicent Holdings LLC, Case No. 12-11304 (KG) (Bankr. D. Del. April 24, 2012); In re Buffets Holdings, Inc., Case No. 12-10237 (Bankr. D. Del. Jan. 19, 2012); In re Bowe Systec, Inc., Case No. 11-11187 (PJW) (Bankr. D. Del. April 20, 2011); In re Point Blank Solutions, Inc., Case No. 10-11255 (PJW) (Bankr. D. Del. May 12, 2010); In re J.L. French Automotive Castings, Inc., Case No. 09-12445 (KG) (Bankr. D. Del. July 13, 2009); In re World Health Alternatives, Inc., Case No. 06-10166 (PJW) (Bankr. D. Del. March 14, 2006). Based on the foregoing, the Debtors submit that the relief requested herein is authorized pursuant to sections 105(a) and 363 of the Bankruptcy Code and should be granted.

16. Finally, to the extent that a check was issued or a fund transfer was requested prior to the Petition Date for payment of Insurance Obligations and did not clear as of the Petition Date, the Debtors also request that the Court authorize and direct applicable banks and other financial institutions (collectively, the “Disbursement Banks”) to honor and pay all such checks issued and fund transfers on account of the Insurance Obligations. The Debtors also seek authority to issue new postpetition checks, or effect new fund transfers, on account of the Insurance Obligations to replace any prepetition checks or fund transfer requests that may be dishonored or rejected, to the extent necessary to pay outstanding Insurance Obligations as described herein.

17. As a result of the commencement of the Chapter 11 Cases, and in the absence of an order of the Court providing otherwise, the Debtors’ prepetition checks or other transfers on account of the Insurance Programs may be dishonored or rejected by the Disbursement Banks. The Debtors represent that each of these checks or transfers is or will be drawn on the Debtors’ accounts and can be identified as relating directly to payment of the Insurance Obligations.

Accordingly, the Debtors believe that prepetition checks and transfers other than those for Insurance Programs (or payments otherwise authorized by the Court) will not be honored inadvertently, under the terms of this Motion and any related order of the court.

18. To the extent any Insurance Program or related agreement is deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, the Debtors do not, at this time, seek to assume such contract. Accordingly, any payment made by the Debtors as described herein should not be deemed to constitute a postpetition assumption or adoption of the programs, policies, or agreements as executory contracts pursuant to section 365 of the Bankruptcy Code. Nor should anything in the Motion be construed as impairing the Debtors' right to contest the amount or priority of any Insurance Obligations that may be owed to the insurance carriers, and the Debtors expressly reserve all of their rights with respect thereto.

**SATISFACTION OF BANKRUPTCY RULE 6003
AND WAIVER OF BANKRUPTCY RULE 6004**

19. The Debtors seek immediate authorization for the relief contemplated by this Motion. Pursuant to Bankruptcy Rule 6003(b), the Court cannot grant "a motion to use, sell, lease or otherwise incur an obligation regarding property of the estate, including a motion to pay all or part of a claim that arose before the filing of the petition" within twenty-one (21) days of the Petition Date unless the relief is "necessary to avoid immediate and irreparable harm." Fed. R. Bankr. P. 6003(b). For the reasons set forth above, the Debtors submit that the requirements of Bankruptcy Rule 6003(b) are met and that the relief requested in the Motion is necessary to avoid immediate and irreparable harm to the Debtors and their estates.

20. In addition, by this Motion, the Debtors seek a waiver of any stay of the effectiveness of the order approving this Motion. Pursuant to Bankruptcy Rule 6004(h), "[a]n order authorizing the use, sale, or lease of property other than cash collateral is stayed until the expiration of 14 days after entry of the order, unless the court orders otherwise." Fed. R. Bankr.

P. 6004(h). For the reasons set forth above, the Debtors submit that ample cause exists to justify a waiver of the fourteen (14) day stay imposed by Bankruptcy Rule 6004(h).

NOTICE

21. Notice of this Motion will be provided to: (i) the U.S. Trustee; (ii) counsel to the agent under the Debtors' ABL Agreement; (iii) counsel to the agent under the Debtors' Term Loan Agreement; (iv) the indenture trustee for the Debtors' convertible debentures; (v) counsel for the *ad hoc* group of convertible debenture holders; (vi) the holders of the forty (40) largest unsecured claims against the Debtors, on a consolidated basis; (vii) the Debtors' Disbursement Banks; (viii) the Internal Revenue Service; and (ix) and the Debtors' insurance carriers. Notice of this Motion and any order entered hereon will be served in accordance with Rule 9013-1(m) of the Local Rules of Bankruptcy Practice and Procedure of the United States Bankruptcy Court for the District of Delaware. In light of the nature of the relief requested herein, the Debtors submit that no other or further notice is necessary.

WHEREFORE, the Debtors respectfully request the entry of the Proposed Order granting the relief requested herein and such other and further relief as is just and proper.

Dated: January 28, 2013
Wilmington, Delaware

YOUNG CONAWAY STARGATT & TAYLOR, LLP

/s/ Maris J. Kandestin

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*Proposed Counsel to the Debtors and
Debtors-in-Possession*

EXHIBIT A

Proposed Order

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

In re:

SCHOOL SPECIALTY, INC., *et al.*,

Debtors.¹

Chapter 11

Case No 13-10125 ()

Joint Administration Requested

Re: Docket No. _____

**ORDER (I) AUTHORIZING THE DEBTORS
(A) TO CONTINUE EXISTING INSURANCE POLICIES, BONDS, AND
RELATED AGREEMENTS AND (B) TO HONOR CERTAIN PREPETITION
OBLIGATIONS IN RESPECT THEREOF AND (II) GRANTING RELATED RELIEF**

Upon the Motion² of School Specialty, Inc. and its affiliated debtors and debtors-in-possession in the above-captioned cases (each a “Debtor” and, collectively, the “Debtors”), requesting entry of an order, pursuant to sections 105(a) and 363(b) of title 11 of the United States Code (the “Bankruptcy Code”), authorizing, but not directing, the Debtors to continue their Insurance Programs, including, to the extent necessary, to revise, renew, or extend their customary Insurance Policies and Surety Bonds and to pay all premiums and other amounts arising thereunder or in connection therewith, including any prepetition obligations arising in the ordinary course of business; and it appearing that jurisdiction is proper pursuant to 28 U.S.C. §§ 157 and 1334 and the Amended Standing Order of Reference from the United States District Court for the District of Delaware dated as of February 29, 2012; venue of these chapter 11 cases and the motion in this district being proper pursuant to 28 U.S.C. §§ 1408 and 1409; and it

¹ The Debtors in these cases, along with the last four digits of each Debtor’s federal tax identification number and state of incorporation, are: School Specialty, Inc. (Wisc.; 1239), Bird-In-Hand Woodworks, Inc. (N.J.; 8811), Califone International, Inc. (Del.; 3578), Childcraft Education Corp. (N.Y.; 9818), ClassroomDirect.com, LLC (Del.; 2425), Delta Education, LLC (Del.; 8764), Frey Scientific, Inc. (Del.; 3771), Premier Agendas, Inc. (Wash.; 1380), Sax Arts & Crafts, Inc. (Del.; 6436), and Sportime, LLC (Del.; 6939). The address of the Debtors’ corporate headquarters is W6316 Design Drive, Greenville, Wisconsin 54942.

² All capitalized terms used and not defined herein shall have the meanings ascribed to them in the Motion.

appearing that this is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that the relief requested is in the best interests of the Debtors' estates, their creditors, and other parties-in-interest; and it appearing that such relief is necessary to avoid immediate and irreparable harm meaning that the requirements of Rule 6003 of the Federal Rules of Bankruptcy Procedure have been satisfied; and it appearing that proper and adequate notice of the Motion has been given and that no other or further notice is necessary; and after due deliberation thereon; and good and sufficient cause appearing therefor; it is hereby ORDERED that:

1. The Motion is GRANTED to the extent provided for herein.
2. The Debtors are authorized and empowered to maintain the Insurance Programs, including the Insurance Policies and Surety Bonds, without interruption on the same basis, and to the extent consistent with the practices and procedures in effect prior to the commencement of the Chapter 11 Cases.
3. The Debtors are authorized and empowered to revise, extend, renew, supplement or change the Insurance Programs, including the Insurance Policies and Surety Bonds, to the extent necessary, consistent with the practices and procedures in effect prior to the Petition Date, subject to the consent of the DIP Agents.
4. The Debtors are authorized, but not required, to pay, in their sole discretion, all premiums, claims, deductibles, retrospective adjustments, administrative fees, and all other Insurance Obligations including those Insurance Obligations that were due and payable or related to the period prior to the commencement of these Chapter 11 Cases; provided, however, that the Debtors shall not pay Insurance Obligations arising prior to the Petition Date in an amount that exceeds \$[] without further order of the Court; provided, further, that the preceding limitation on payment of Insurance Obligations shall not apply to amounts paid prior to the Petition Date that

have not cleared.

5. All applicable Disbursement Banks are authorized to receive, process, honor, and pay any and all checks or drafts drawn on the Debtors' accounts in connection with the Insurance Programs whether those checks were issued or presented prior to or after the Petition Date, and make other transfers, provided that sufficient funds are available in the applicable accounts, whether deposited prepetition or postpetition, to make the payments.

6. Nothing in this Order or the Motion shall be construed as prejudicing the rights of the Debtors to dispute or contest the amount of, priority or basis for any claims against the Debtors in connection with or relating to any Insurance Policy or Surety Bond.

7. To the extent any Insurance Policy, Surety Bond or related agreement is deemed an executory contract within the meaning of section 365 of the Bankruptcy Code, neither this Order nor any payments made in accordance with this Order shall constitute the postpetition assumption of such Insurance Policy, Surety Bond or related agreements under section 365 of the Bankruptcy Code.

8. The Debtors are authorized and empowered to take all actions necessary to implement the relief granted in this Order.

9. Notwithstanding any applicability of Bankruptcy Rule 6004(h), the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

10. The requirements set forth in Bankruptcy Rule 6003(b) are satisfied because the relief set forth in this Order is necessary to avoid immediate and irreparable harm.

11. This Court shall retain jurisdiction with respect to all matters arising from or related to the implementation of this Order.

Dated: January ____, 2013
Wilmington, Delaware

UNITED STATES BANKRUPTCY JUDGE

EXHIBIT B

List of Insurance Contracts

SUMMARY OF INSURANCE POLICIES¹

Carrier	Coverage Type	Coverage (Limits)	Address
The Travelers Companies 105673447 9/1/2012-9/1/2013	Employment Practices Liability	- \$3,000,000 for all claims, \$250,000 retention	385 Washington Street Mail Code 9275-NB03F St. Paul, MN 55102
Admiral Insurance Company CA000005586-09 9/1/2012-9/1/2013	General Liability	- General Aggregate: \$2,000,000; \$50,000 per occurrence	1255 Caldwell Road Cherry Hills, NJ 08034
Sentry Insurance 90-04547-03 9/1/2012-9/1/2013	Commercial Auto- mobile Liability	- Any Auto: \$1,000,000 combined single limit - Maximum limit for hired autos: \$50,000	P.O. Box 8022 Stevens Point, WI 54481
ACE American Insurance Company PHFD37930659 9/1/2012-9/1/2013	Foreign Liability Insurance	- International General Liability: General Aggregate: \$2,000,000	P.O. Box 5122 Scranton, PA 18505-0554
Affiliated FM Insurance Company 9/1/2012-9/1/2013 EM732	Property	- Aggregate: \$435,000,000 per occurrence	P.O. Box 7500 Johnston, RI 02919
Allianz Insurance 96019100 9/1/2012- Cancellation by either party	Ocean Cargo	- \$1,500,000 per vessel or connecting conveyance	One Progress Point Parkway O Fallon, MO 63368
Endurance Specialty Holdings CPN10003350300 9/1/2012-9/1/2013	Earthquake	- \$10,000,000 per occurrence	750 Third Avenue 18 th Floor New York, NY 10017
Federal Insurance Company (Chubb) 7976-73-69 9/1/2012-9/1/2013	Excess Liability	- \$25,000,000 per occurrence	15 Mountain View Road Warren, NJ 07059
Chartis Insurance 01-166-65-19 9/1/2012-9/1/2013	Primary D & O 6 year Run-off	- \$10,000,000 for all loss	175 Water Street New York, NY 10038-4969

¹ The descriptions of the Debtors' Insurance Policies herein are intended only as a summary, and the actual terms of such Insurance Policies shall govern in the event of any inconsistency with the descriptions set forth herein.

Federal Insurance Company (Chubb) 8157-7351 9/1/2012-9/1/2013	Excess 6 year Run-off D & O	- \$20,000,000 in aggregate in excess of \$10,000,000	15 Mountain View Road Warren, NJ 07059 300 Connell Drive Suite 2000 Berkley Heights, NJ 07922-0357 30 Batterson Park Road Farmington, CT 06032
Axis Insurance Company MCN762576/01/2012 9/1/2012-9/1/2013	Fiduciary Liability 6 year Run-off	- \$10,000,000 per occurrence	15 Mountain View Road Warren, NJ 07059
Beazley Insurance Company V15VK8120401 9/1/2012-9/1/2013	Crime	- \$5,000,000 per occurrence	15 Mountain View Road Warren, NJ 07059
Federal Insurance Company (Chubb) 8151-9737 9/1/2012-9/1/2013	Special Crime	- \$5,000,000 per each occurrence	11440 Commerce Park Suite 501 Reston, VA 20191
Federal Insurance Company (Chubb) 7976-73-69 9/1/2012-9/1/2013	Umbrella	- Each occurrence and general aggregate \$25,000,000	175 Water Street New York, NY 10038-4969
U.S. Specialty Insurance Company U712-85722 9/1/2012-9/1/2013	Electronic Business, Professional Liability	- \$5,000,00 for each claim	One North Franklin Suite 3200 Chicago, IL 60606
Chartis Insurance 13273329 9/1/2012-9/1/2013	Worker's Compensation Deductible	- \$1,000,000	P.O. Box 8022 Stevens Point, WI 54481
Lloyd's of London C121619 9/1/2012-9/1/2013	Worker's Compensation Retrospective	- \$1,000,000	P.O. Box 8022 Stevens Point, WI 54481